



**DUMFRIES, VIRGINIA**  
Virginia's Oldest Continuously Chartered Town  
CHARTERED 1749 INCORPORATED 1961

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## **RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT FOR THE TOWN OF DUMFRIES' BASKETBALL TOURNAMENT**

**I HEREBY ACKNOWLEDGE AND CONFIRM** that by participating in the Town of Dumfries' Basketball Tournament (hereinafter "tournament"), I, \_\_\_\_\_, the undersigned participant, or the undersigned guardian of a participant, on behalf of myself and any personal representatives, assigns, heirs, or next of kin (hereinafter "participant" or "tournament participant"), do hereby freely, willfully, and without duress execute this Release, Waiver, Assumption of Risk, and Indemnity Agreement (hereinafter, "Agreement") under the following terms on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_:

**1. RELEASE AND WAIVER:** I hereby release and forever discharge and hold harmless the Town of Dumfries, its elected officials, officers, employees, board members, agents, and their successors and assigns, (hereinafter collectively, "the Town") from any and all liability, claims, and demands, of whatever kind or nature, either in law or equity, which arise or may hereafter arise from my participation in the tournament. I understand and acknowledge that the execution of this Agreement discharges the Town from any liability, claim, or demand that I may assert (or my personal representatives, assigns, heirs, or next of kin may assert on my behalf) with respect to any bodily injury, personal injury, illness, death, or property damage which may result from my participation in the tournament, whether caused by the Town or otherwise. I further understand that Town assumes no responsibility for and are not obligated in any way to provide financial assistance or other assistance, including but not limited to, medical, health, or disability or liability insurance, in the event of injury, illness, or death. I am aware that as a tournament participant, I am expected to have my own liability and medical insurance which covers me during my participation in the tournament.

**2. ASSUMPTION OF RISK:** I acknowledge that my participation in the tournament is voluntary and carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The risks include minor injuries such as scratches, bruises, and sprains; major injuries such as eye injury or loss of sight, joint or back injuries, broken bones, heart attacks, concussions; and catastrophic injuries including paralysis and death. I understand the Town is not responsible for supervising or guaranteeing the safety of this tournament, and I acknowledge that I am responsible for my own safety. I hereby expressly and specifically assume the risk of injury or harm in these situations and release and discharge the Town from and waive any and all liability for any injury, illness, death, or property damage resulting from my participation

in the tournament. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

**3. INDEMNITY:** I agree to indemnify, and hold harmless the Town, its officers and employees from any and all claims and expenses of any nature whatsoever, including the cost of defending such claims, which may accrue against, be charged to, be recovered from or sought to be recovered for the Town, its officials and employees as a result of my participating in this program. I further agree to hold harmless and indemnify the Town from any liability for any property damage or personal injury to any third party that may arise from my participation in the tournament.

**4. MEDICAL TREATMENT:** I do hereby further release and forever discharge the Town from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered to me that arises from my participation in the tournament.

**5. WAIVER OF RIGHTS TO IMAGES:** I hereby grant to the Town of Dumfries any and all rights, title, and interest in any and all photographic images and/or video or audio recordings of me made by the Town during my participation in the tournament, including, but not limited to, royalties, proceeds, or other benefits that may be derived from such photographs or recordings.

**6. ACKNOWLEDGEMENT OF UNDERSTANDING:** I have read this waiver of liability, assumption of risk and indemnity agreement, fully understand its terms, have been given an opportunity to consult with counsel, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a release of liability to the greatest extent permitted by law.

**7. ENTIRE AGREEMENT:** I understand this is the complete and only agreement between myself and the Town of Dumfries with respect to matters of liability related to my participation in the tournament, and does not constitute any type of employment relationship between myself and the Town of Dumfries. This Agreement is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Virginia. If any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions hereof, which shall continue to be enforceable.

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Name of Tournament Participant

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Date

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Signature of Student or Parent/Guardian  
if participant is under age 18

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Date